

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re MINING PROJECT WIND DOWN HOLDING, INC. (f/k/a Compute North Holdings, Inc.), et al.,¹ <p style="text-align: center;">Debtors.</p>	§ § § § § § § § § §	Chapter 11 Case No. 22-90273-MI (Jointly Administered)
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**DECLARATION OF RYAN MERSCH IN SUPPORT OF DEBTORS’
OBJECTION TO CLAIM NO. 42 OF BITNILE, INC. FOR
CONTRACT REJECTION DAMAGES**

I, Ryan Mersch, hereby declare under penalty of perjury:

1. I am a Senior Director at Portage Point Partners, LLC, (“**Portage Point**”) the financial advisor employed by the estates of the above-captioned Debtors pursuant to the Court’s *Order Authorizing the Retention and Employment of Portage Point Partners, LLC as Financial Advisors to the Debtors and Debtors in Possession, Effective as of September 22, 2022* [Docket

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Mining Project Wind Down Holdings Inc. (f/k/a Compute North Holdings, Inc.) (4534); Mining Project Wind Down LLC (f/k/a Compute North LLC) (7185); Mining Project Wind Down Corpus Christi LLC (f/k/a CN Corpus Christi LLC) (5551); Mining Project Wind Down Atoka LLC (f/k/a CN Atoka LLC) (4384); Mining Project Wind Down BS LLC (f/k/a CN Big Spring LLC) (4397); Mining Project Wind Down Colorado Bend LLC (f/k/a CN Colorado Bend LLC) (4610); Mining Project Wind Down Developments LLC (f/k/a CN Developments LLC) (2570); Mining Project Wind Down Equipment LLC (f/k/a CN Equipment LLC) (6885); Mining Project Wind Down King Mountain LLC (f/k/a CN King Mountain LLC) (7190); Mining Project Wind Down MDN LLC (f/k/a CN Minden LLC) (3722); Mining Project Wind Down Mining LLC (f/k/a CN Mining LLC) (5223); Mining Project Wind Down Pledgor LLC (f/k/a CN Pledgor LLC) (9871); Mining Project Wind Down Member LLC (f/k/a Compute North Member LLC) (8639); Mining Project Wind Down NC08 LLC (f/k/a Compute North NC08 LLC) (8069); Mining Project Wind Down NY09 LLC (f/k/a Compute North NY09 LLC) (5453); Mining Project Wind Down STHDAK LLC (f/k/a Compute North SD, LLC) (1501); Mining Project Wind Down Texas LLC (f/k/a Compute North Texas LLC) (1883); Mining Project Wind Down TX06 LLC (f/k/a Compute North TX06 LLC) (5921); and Mining Project Wind Down TX10 LLC (f/k/a Compute North TX10 LLC) (4238). The Debtors’ service address for the purposes of these chapter 11 cases is 300 North LaSalle, Suite 1420, Chicago, Illinois 60654.

No. 250] (“**Employment Order**”).

2. Under the Employment Order, and in accordance with the terms of its engagement letter² with the Debtors, Portage Point is obligated and authorized to provide strategic financial and analytical services to the Debtors in connection with, among other things. The Debtors’ chapter 11 bankruptcy cases.

3. I submit this declaration in support of the *Debtors’ Objection to Claim No. 42 of BitNile, Inc. for Contract Rejection Damages* (the “**Objection**”).

4. In my duties and Portage Point’s duties on behalf of the Debtors, I have carefully reviewed the claims register, the Debtors’ books and records, and the statements and schedules filed by the Debtors in these cases.

5. I have read the Master Agreement dated August 15, 2022 between BitNile, Inc. and debtor Compute North LLC, a true and correct copy of which is attached the Objection as Exhibit C. It is my understanding that the Master Agreement has a provision that limits the damages that can be recovered by a customer of the Debtors to “a refund of any fees paid to Compute North for the service month during which the nonperformance occurred.” *See Exhibit C* to the Objection at section 11.4. I understand that when the nonperformance by the Debtors occurred, BitNile was not yet paying monthly service fees. However, a total of \$1,006,044 is equal to one month’s worth of hosting fees under the Master Agreement, or half of the \$2,012,088 initial deposit that is sought under the Rejection Claim.

6. I have read the Objection. To the best of my knowledge, information and belief, the assertions made in the Objection are accurate.

² A copy of Portage Point’s engagement letter is attached to the *Debtor’s Application for Entry of an Order Authorizing the Retention and Employment of Portage Point Partners, LLC as Financial Advisor to the Debtors and Debtors in Possession, Effective as of September 22, 2022* [Docket No. 123] as Exhibit B.

7. I believe that failure to reduce the amount of the Rejection Claim could result in BitNile receiving an unwarranted recovery to the detriment of other similarly situated creditors in these Cases. As such, I believe that the reduction of the Rejection Claim to \$1,006,044 is appropriate.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the facts set forth in the foregoing declaration are true and correct to best of my knowledge, information and belief.

Dated: February 13, 2023

/s/ Ryan Mersch
Ryan Mersch
Senior Director
Portage Point Partners, LLC